

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE WEST RIDGE HOMEOWNERS ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** West Ridge Homeowners Association would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution  
Agreement for Traffic Control (owner/association signed)

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE WEST RIDGE HOMEOWNERS ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, West Ridge Homeowners Association and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

WHEREAS, West Ridge Homeowners Association has the authority to sign said agreement, and has done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200

## **AGREEMENT FOR TRAFFIC CONTROL**

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and \_\_\_\_\_ (hereinafter referred to as "Owner"), agree on this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

**WHEREAS**, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes § 316.006(2)(B), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### **W I T N E S S E T T H**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. the town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute § 768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town of the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. the Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

**WITNESSES:**

**THE TOWN OF DAVIE, FLORIDA**

\_\_\_\_\_  
Signature

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

\_\_\_\_\_  
Print Name

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**ATTESTED BY:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
**TOWN ATTORNEY**

Approved as to form and legality for the use  
and reliance of the Town of Davie, Florida, only

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
200 \_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a  
municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has  
produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
**NOTARY PUBLIC, State of Florida**

\_\_\_\_\_  
Type, Stamp, Print Name

**MY COMMISSION EXPIRES:**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**OWNER:**

**BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_ who is \_\_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

**MY COMMISSION EXPIRES:**